

33/15/2007 13:31

EVP

PAGE 81

(b)(3)  
(b)(4)  
(b)(6)

MAR 16 2007 2:20PM

NO. 1687 P. 2

UNCLASSIFIED

## AMENDMENT OF SOLICITATION MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. <b>One (01)</b>	3. EFFECTIVE DATE <b>22 January 2007</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY CODE	7. ADMINISTERED BY (if other than Item 8) CODE		

Washington, D.C. 20585

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  EdVenture Partners 19 Dos Cocos Orinda, CA 94563 Attn: Phone: Fax:	(4) 9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MODIFICATION OF CONTRACT/ORDER NO.
	10B. DATED (SEE ITEM 13) <b>01 August 2006</b>
CODE	FACILITY CODE

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
 (a) By completing Item 8 and 10, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PC ACF DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change and offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

## 12. ACCOUNTING AND APPROPRIATION DATA

## 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in payee offices, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(d).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(b)
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is  not  required to sign this document and return  copy to the issuing office.

## 14. DESCRIPTION OF AMENDMENT/MODIFICATION (organized by UCF section headings, including solicitation/contract subject matter where feasible)

See Page 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.

16A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
16B. CONTRACTOR/OFFEROR	16C. DATE SIGNED	16D. DATE SIGNED
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<b>3/20/07</b>	<b>3/12/07</b>
BY <input type="checkbox"/> (Signature of Contracting Officer)		
GSA Form 14 (Rev. 1-2000) PREVIOUS EDITION UNUSABLE STANDARD FORM 14		
D-153 Prescribed by GSA FAR 14		

APPROVED FOR RELEASE  DATE:  
10-13-2009

UNCLASSIFIED

03/15/2007 13:31

MAR. 16, 2007 2:20PM

EVP

PAGE 82

NO. 1687 P. 3

UNCLASSIFIED

EdVenture Partners

Mod 1

Page 2 of 8

## Section I - Continuation of SF 30

The purpose of this modification one (001) is to:

- Fully fund the contract to the full value of [redacted]
- Update the following Addendum and Contract Clauses (Only the updated clauses are listed for this modification. Please see initial contract for other clauses)
  - Personal Conduct removed (not applicable)
  - Usage of Metric System of Measurement removed (not applicable)
  - Workplace Health and Safety removed (not applicable)
  - Invoicing Instructions-Unclassified Association removed (not applicable)
  - Limitation of Funds-Fixed-Price Contract removed (not applicable)
  - Billing Instructions removed (not applicable)
  - Contractor Personnel Supervision (not applicable)
  - **52.212-6 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items - See checked items.**
  - Section III updated

The Program shall continue to consist of a peer marketing strategy in which a contextual education-focused approach is utilized to allow students, via a curriculum-based program, to enhance, brand, market and promote the CIA and its objectives to their peers and members of the defined target market.

## Section II – Addendum and Contract Clauses

### ADDENDUM TO FAR 52.212-4:

#### Period of Performance (AUG 1996)

The period of performance of this contract shall be from 01 August 2006 to 31 July 2007.

#### 52.212-6 Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items (SEP 2006)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553),
- (2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items; [Contracting Officer check as appropriate.]

[x](1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate 1 (SEP 2006) (41 U.S.C. 253g and 10 U.S.C. 2402).

[ ](2) 52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).

## UNCLASSIFIED

EdVenture Partners

Mod 1

Page 3 of 6

- [ ](3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 1999) (If the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- [ ](4) [Reserved]
- [ ](ii) Alternate I (MAR 1999) of 52.218-5.
- [ ](iii) Alternate II (JUN 2003) of 52.218-5.
- [ ](5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).
- [ ](ii) Alternate I (OCT 1995) of 52.219-6.
- [ ](iii) Alternate II (MAR 2004) of 52.219-6.
- [ ](6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).
- [ ](ii) Alternate I (OCT 1995) of 52.219-7.
- [ ](iii) Alternate II (MAR 2004) of 52.219-7.
- [ ](7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)).
- [ ](8)(i) 52.219-9, Small Business Subcontracting Plan (SEP 2006) (15 U.S.C. 637(d)(4)).
- [ ](ii) Alternate I (OCT 2001) of 52.219-9.
- [ ](iii) Alternate II (OCT 2001) of 52.219-9.
- [ ](9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- [ ](10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sept 2005) (10 U.S.C. 2323) (If the offeror elects to waive the adjustment, it shall so indicate in its offer).
- [ ](ii) Alternate I (JUN 2003) of 52.219-23.
- [ ](11) 52.219-25, Small Disadvantaged Business Participation Program Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- [ ](12) 52.219-26, Small Disadvantaged Business Participation Program Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- [ ](13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004).
- [ ](14) 52.222-3, Convict Labor (JUN 2002) (E.O. 11755).
- [ ](15) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13129).
- [ ](16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- [ ](17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11248).
- [ ](18) 52.222-28, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

## UNCLASSIFIED

EdVenture Partners

Mod 1

Page 4 of 6

- [X](19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 703).
- [X](20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2000) (38 U.S.C. 4212).
- [ ](21) 52.222-38, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- [ ](22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 8992(c)(3)(A)(ii)).
- [ ](ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 8992(i)(2)(C)).
- [ ](23) 52.225-1, Buy American Act Supplies (JUN 2003) (41 U.S.C. 10a-10d).
- [ ](24)(i) 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act (JUNE 2008) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-280), and 108-53.
- [ ](ii) Alternate I (JAN 2004) of 52.225-3.
- [ ](iii) Alternate II (JAN 2004) of 52.225-3.
- [ ](25) 52.225-5, Trade Agreements (JUNE 2008) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- [X](26) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2008) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- [ ](27) [Reserved]
- [X](28) [Reserved]
- [ ](29) 52.232-20, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- [X](30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- [X](31) 52.232-33, Payment by Electronic Funds Transfer Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- [X](32) 52.232-34, Payment by Electronic Funds Transfer Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- [X](33) 52.232-35, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
- [X](34) 52.239-1, Privacy or Security Safeguards (AUG 1998) (5 U.S.C. 652a).
- [ ](35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2008) (46 U.S.C. Apxx 1241(b) and 10 U.S.C. 2031).
- [ ](ii) Alternate I (APR 2003) of 52.247-64.

(b) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that

MAR. 16. 2007 2:21PM

NO. 1687 P. 6

## UNCLASSIFIED

EdVenture Partners

Mod 1

Page 5 of 6

the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items; [Contracting Officer check as appropriate.]

- [X] (1) 52.222-41, Service Contract Act of 1985, as Amended (July 2005) (41 U.S.C. 351, et seq.).
- [X] (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 208 and 41 U.S.C. 351, et seq.).
- [X] (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 208 and 41 U.S.C. 351, et seq.).
- [X] (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (FEB 2002) (29 U.S.C. 208 and 41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

- (i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- (v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC

03/15/2007 13:31

EVP

PAGE 06

MAR. 16. 2007 2:22PM

NO. 1687 P. 7

UNCLASSIFIED

EdVenture Partners

Mod 1

Page 6 of 6

2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (July 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-84, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-84.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

### Section III – Contract Documents, Exhibits, or Attachments

Attachments:

(1) Statement of Work, entitled GIA [redacted]

EDVENTURE PARTNERS STATEMENT OF

WORK, dated 15 December 2006.

## UNCLASSIFIED

<b>AMENDMENT OF SOLICITATION</b>		<b>MODIFICATION OF CONTRACT</b>	1. C ACT ID CODE	PAGE OF PAGES 1   6
2. AMENDMENT/MODIFICATION NO. <b>One (01)</b>	3. EFFECTIVE DATE <b>22 January 2007</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)	
6. ISSUED BY  CODE  [Redacted]	CODE  [Redacted]	7. ADMINISTERED BY (if other than Item 8)  CODE  [Redacted]		

**Washington, D.C. 20505**

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  <b>EdVenture Partners</b> <b>49 Dos Osos</b> <b>Orinda, CA 94563</b> Attn: [Redacted] Phone: [Redacted] Fax: [Redacted]		(4)	9A. AMENDMENT OF SOLICITATION NO.  [Redacted]
			9B. DATED (SEE ITEM 11)  [Redacted]
CODE	FACILITY CODE	X	10A. MODIFICATION OF CONTRACT/ORDER NO.  [Redacted]
			10B. DATED (SEE ITEM 13) <b>01 August 2006</b>

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
 (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change and offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

## 12. ACCOUNTING AND APPROPRIATION DATA.

## 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, x is required to sign this document and return 1 copy to the issuing office.

## 14. DESCRIPTION OF AMENDMENT/MODIFICATION (organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Page 2.

Except as provided herein, all items and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)
			16C. DATE SIGNED <b>3/12/07</b>

UNCLASSIFIED

UNCLASSIFIED

EdVenture Partners

Mod 1

Page 2 of 6

## Section I - Continuation of SF 30

The purpose of this modification one (001) is to:

- Fully fund the contract to the full value of [redacted]
- Update the following Addendum and Contract Clauses (Only the updated clauses are listed for this modification. Please see initial contract for other clauses)
  - Personal Conduct removed (not applicable)
  - Usage of Metric System of Measurement removed (not applicable)
  - Workplace Health and Safety removed (not applicable)
  - Invoicing Instructions-Unclassified Association removed (not applicable)
  - Limitation of Funds-Fixed-Price Contract removed (not applicable)
  - Billing Instructions removed (not applicable)
  - Contractor Personnel Supervision (not applicable)
  - 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items – See checked items.
  - Section III updated

The Program shall continue to consist of a peer marketing strategy in which a contextual education-focused approach is utilized to allow students, via a curriculum-based program, to enhance, brand, market and promote the CIA and its objectives to their peers and members of the defined target market.

## Section II – Addendum and Contract Clauses

### ADDENDUM TO FAR 52.212-4:

[redacted] Period of Performance (AUG 1996)

The period of performance of this contract shall be from 01 August 2006 to 31 July 2007.

#### 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items (SEP 2006)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).
- (2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

[x](1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (SEP 2006) (41 U.S.C. 253g and 10 U.S.C. 2402).

[ ](2) 52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).

UNCLASSIFIED

EdVenture Partners

Mod 1

Page 3 of 6

[ ](3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

[ ](4) [Reserved]

[ ](ii) Alternate I (MAR 1999) of 52.219-5.

[ ](iii) Alternate II (JUN 2003) of 52.219-5.

[ ](5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).

[ ](ii) Alternate I (OCT 1995) of 52.219-6.

[ ](iii) Alternate II (MAR 2004) of 52.219-6.

[ ](6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).

[ ](ii) Alternate I (OCT 1995) of 52.219-7.

[ ](iii) Alternate II (MAR 2004) of 52.219-7.

[x](7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

[ ](8)(i) 52.219-9, Small Business Subcontracting Plan (SEP 2006) (15 U.S.C. 637(d)(4)).

[ ](ii) Alternate I (OCT 2001) of 52.219-9.

[ ](iii) Alternate II (OCT 2001) of 52.219-9.

[ ](9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

[ ](10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sept 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

[ ](ii) Alternate I (JUN 2003) of 52.219-23.

[ ](11) 52.219-25, Small Disadvantaged Business Participation Program Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

[ ](12) 52.219-26, Small Disadvantaged Business Participation Program Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

[ ](13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004).

[x](14) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

[x](15) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).

[x](16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

[x](17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

[x](18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

UNCLASSIFIED

EdVenture Partners

Mod 1

Page 4 of 6

[x](19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

[x](20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

[ ](21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

[ ](22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

[ ](ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

[ ](23) 52.225-1, Buy American Act Supplies (JUN 2003) (41 U.S.C. 10a-10d).

[ ](24)(i) 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act (JUNE 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286), and 109-53.

[ ](ii) Alternate I (JAN 2004) of 52.225-3.

[ ](iii) Alternate II (JAN 2004) of 52.225-3.

[ ](25) 52.225-5, Trade Agreements (JUNE 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

[x](26) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

[ ](27) [Reserved]

[ ](28) [Reserved]

[ ](29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[ ](30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[ ](31) 52.232-33, Payment by Electronic Funds Transfer Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

[x](32) 52.232-34, Payment by Electronic Funds Transfer Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

[ ](33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

[ ](34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

[ ](35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

[ ](ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that

## UNCLASSIFIED

EdVenture Partners

Mod 1

Page 5 of 6

the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

[ ](1) 52.222-41, Service Contract Act of 1965, as Amended (July 2005) (41 U.S.C. 351, et seq.).

[ ](2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[ ](3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[ ](4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (FEB 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC

UNCLASSIFIED

EdVenture Partners

[REDACTED] Mod 1

Page 6 of 6

2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (July 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

### **Section III – Contract Documents, Exhibits, or Attachments**

#### **Attachments:**

(1) Statement of Work, entitled CIA [REDACTED] EDVENTURE PARTNERS STATEMENT OF WORK, dated 15 December 2006.